

SECTION

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 5
2nd Revised Sheet No. 1
Canceling 1st Revised Sheet No. 1

GENERAL TERMS AND CONDITIONS

1. Applicability

These General Terms and Conditions apply to all classes of Gas service unless otherwise indicated on the rate schedule.

2. Point of Service Attachment

Point of service attachment is defined as that point where the facilities of the Company are physically connected to the facilities of the customer. In general, the point of service attachment is on the outlet side of the meter where the customer's fuel piping connects with the meter.

3. Customer's Installation

The customer will furnish and own all fuel piping, equipment, appliances, fixtures and other devices necessary to distribute gas service from the point of service attachment. All such items furnished by the customer will be maintained by the customer at all times in conformity with the requirements of the constituted authorities and with the terms and conditions of the Company.

4. Customer Connection Charge

Customer Connection is defined as attaching a customer to receive utility service upon a request for service or reconnection of discontinued service. The connection charge will be billed to all customers applying for utility service. (Customer Connection does not include the reconnection of a customer whose utility services were discontinued due to nonpayment of utility bills. Reconnection charges for such customers are based on the Company's hourly rates for service work with a one hour minimum.) The amount of the Customer Connection Charge will be \$10.00 for all Customer Connections during normal business hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays, and \$15.00 for Customer Connections during other than regular business hours. The Customer Connection Charge shall be paid by the Customer receiving utility service from the Company, and is due and payable upon presentation. If a bill is not paid, the Company shall have the right to refuse service.

(Continued)

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R. F. Levendecker
 Issued By: Vice President-Market Development

SOUTH DAKOTA GAS RATE SCHEDULE

**NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA**

Section No. 5
Sheet No. 1a
Canceling 2nd Revised 1st Revised Sheet No. 1a

5. Owner's Consent To Occupy

In case the Customer is not the owner of the premises or of the intervening property between the premises and the Company's lines, the Customer will obtain from the property owner(s) the necessary consent to install and maintain in said premises all such gas equipment as is necessary or convenient for supplying gas to the Customer.

6. Service

For services except mobile homes in mobile home parks, the Company will install a service along the shortest feasible route from the gas main to the customer's building upon the customer making a non-refundable contribution based upon the distance from the customer's property line to the point of service attachment as follows:

Size of Service Pipe	Non-Refundable Contribution for Up to 150'	Non-Refundable Contribution Per foot for Additional Pipe
1/2", 3/4", 1 1/4"	\$ 90.00	\$1.00
2"	\$175.00	\$1.50
Larger than 2"	\$300.00	Company's current cost of installed pipe

For services to mobile homes in mobile home parks, a non-refundable contribution of \$75.00 will be made by the customer for services up to 50 feet of horizontal piping in the mobile home lot, and an additional non-refundable contribution of \$1.00 will be made by the customer for each additional foot.

7. Meter Test By Customer Request

Any customer may request the Company to test its gas meter. The Company shall make such test as soon as possible after receipt of the request. If a request is made within one year after a previous request, the Company may require a residential customer to pay a \$10 deposit and may require any other customer to pay a deposit in the following amount:

Meters rated at 425 CFH or less	\$10.00
Meters rated at 426 CFH to 1000 CFH	\$20.00
Meters rated over 1000 CFH	\$60.00

The deposit shall be refunded only if the meter is found to have an unacceptable error, as defined in the Commission's regulations.

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Issued By: Vice President-Market Development

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON,
SOUTH DAKOTA 57350

Cancelling 2nd Revised
1st Revised

Section No. 5
Sheet No. 2
Sheet No. 2

GENERAL TERMS AND CONDITIONS

(Continued)

ACCESS TO PREMISES

The Company has the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, or repairing any meters, devices and other equipment used in connection with furnishing of any or all service, or for the purpose of removing its property and for all other proper purposes.

PROTECTION OF COMPANY'S PROPERTY

The Customer will properly protect the Company's property on the Customer's premises from loss or damage and will permit no one who is not an agent of the Company to remove or tamper with the Company's property.

METERING

The service used will be measured by a meter or meters to be furnished and installed by the Company at its expense and upon the registration of said meters all bills will be calculated. If more than one meter is installed on different classes of service (each class being charged for at different rates) each meter will be considered by itself in calculating the amount of any bill, except as otherwise provided on a specific rate schedule. Meters include all measuring instruments.

SUBMETERING

Submetering will not be permitted unless it is at the same premises and either the Customer or the Company have compelling reasons for not combining the existing services into one service and one meter. Under no circumstances shall a Customer's fuel piping cross a public street or alley.

(Continued)

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R. F. Leyendecker

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON,
SOUTH DAKOTA 57350

Section No. 5
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Budget Payment Plan

The Company's Budget Payment Plan (BPP) is available to residential and commercial customers. It may be initiated for a customer at any time during the year, provided that customer has not discontinued a previous BPP with the Company within the last twelve (12) months, and has paid all outstanding utility charges due the Company.

The customer's initial budget amount will be determined according to the following formula:

$$BP = \frac{A}{(B - .5)}$$

Where BP = the monthly budget amount

A = the estimated total billing, adjusted for anticipated rate changes and weather variances, from the date the BPP becomes effective until the annual review date in June. This amount shall include not only utility amounts, but also rededy guard charges, taxes, other contracted purchases, etc.

B = the number of monthly billings to be received by the customer between the BPP effective date and the annual review date.

Each BPP account will be reviewed by the Company at various times during the year to determine if an adjustment to the budget amount is necessary and after the customer's June billing.

A customer's revised budget amount will be determined according to the following formula:

$$BP = \frac{A}{B} + \frac{C}{B}$$

Where BP, A, and B are defined as above

C = customer's actual debit or credit balance at the time of review.

Should a customer request that the Company not take the actual account balance into consideration when calculating a revised budget amount, the Company will issue a check to a customer with a credit balance or bill the customer for any debit balance.

A customer may discontinue participation in the BPP at any time.

Service to customers participating in the BPP shall be pursuant to the General Terms and Conditions of service including the Terms of Payment provisions contained therein, provided, however, that service to a BPP customer will not be disconnected for non-payment if the customer has a credit balance in his account.

Date Filed: December 30, 1987

Effective Date: February 24, 1988

Issued By: R. F. Leyendecker
Vice President-Rates & Regulation

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 5
Sheet No. 3
Canceling 3rd Revised 2nd Revised Sheet No. 3

GENERAL TERMS AND CONDITIONS
(Continued)

DOCKET NUMBER 1894-019

MASTER METERING

All buildings, mobile home parks, and trailer courts for which construction was begun after June 13, 1980, shall be metered separately for each residential or commercial unit, with the exception of hospitals; nursing homes; transient hotels and motels; dormitories; campgrounds; other residential facilities of a purely transient nature; central heating or cooling systems; central ventilating systems; central hot water systems; multiple occupancy residential buildings where otherwise non-exempt gas service is provided only for gas ranges or dryers, residential multiple occupancy building of only two units, one of which unit is occupied by the owner of the building; and multiple occupancy buildings constructed, owned, or operated with funds appropriated through the Department of Housing and Urban Development or any other federal or state government agency. Any existing multiple occupancy building receiving master metered service which is substantially remodeled or renovated for continued use as a multiple occupancy building, if such remodeling or renovation is begun after June 13, 1980, shall be individually metered, unless the building meets any of the exceptions listed above or unless the owner of such building demonstrates to the satisfaction of the Public Utilities Commission that conversion from master metering to individual metering would be impractical, uneconomical, or unfeasible.

The restrictions against master metering contained in the preceding paragraph are waived to the extent requests for variances are granted by the Public Utilities Commission.

MONTHLY BILLS

- (a) Bills for service will be rendered monthly unless otherwise specified. (T)
- (b) Failure to receive a bill in no way exempts Customers from the provisions of these Terms and Conditions.
- (c) The Company will attempt to read a meter at least bi-monthly, and any billings between actual readings or when the Company is unable to read a meter after a reasonable effort has been made will be based upon prior usage, adjusted for weather conditions. (T)

(continued)

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R. F. Leyendecker
Issued By: Vice President-Energy Services

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON,
SOUTH DAKOTA 57350

Section No. 5
Sheet No. 4
Cancelling 3rd Revised Sheet No. 4
2nd Revised

GENERAL TERMS AND CONDITIONS

(continued)

TERMS OF PAYMENT

Bills are due and payable upon receipt and will be delinquent if not paid by the 20th day after billing. A late payment charge of 1% of the unpaid balance plus a collection fee of \$2.00 will be assessed against any delinquent account having an unpaid balance of \$5.00 or more at the time of processing of the next monthly bill. Where a customer has been disconnected for non-payment of a bill, a reconnection charge will be assessed in accordance with the Company's concurrent connection policy. (D)

DISCONTINUANCE OF SERVICE

In addition to the provisions of ARSD 20:10:20, the Company has the right to discontinue service to a Customer in the event that an unsafe service condition exists on the Customer's premises, which is likely to cause injury to person or property. The Company will notify the Customer prior to such disconnection, if practical under the circumstances.

RESALE PROHIBITED

All gas purchased under any rate schedule shall not be resold by the purchaser thereof in any manner.

PEAK SHAVING GAS SUPPLIES

The Company may supply gas from any stand-by equipment provided that the gas so supplied shall be reasonably equivalent to the natural gas normally supplied hereunder.

AGENTS CANNOT MODIFY AGREEMENT

No agent has power to amend, modify, alter or waive any of these Terms and Conditions, or to bind the Company by making any promise or representation not contained herein. However, the Company will continue its policy of attempting to accommodate customers and customer problems wherever possible.

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Effective Date of
Current Adjustment: February 1, 1984

Issued By: R. F. Leyendecker
Manager-Rates & Regulation

17677-001

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

Section No. 5
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Canceling 2nd Revised 1st Revised Sheet No. 5

GENERAL TERMS AND CONDITIONS

(Continued)

BILLING DAY AND CURTAILMENT OF GAS

The billing day for the purpose of determining the amount of gas used will be from 9:00 a.m. CCT one day until 9:00 a.m. CCT the next day. The Company shall have the right to curtail or limit the Customer's use of gas during any billing day to the Contract Demand then in effect when demand by firm and higher priority interruptible natural gas purchasers exceeds available pipeline supply. Curtailment of interruptible gas will commence at 9:00 a.m. CCT at the start of a new billing day. Under normal circumstances, notice of curtailment of interruptible gas will be given to Customer by 3:00 p.m. CCT, prior to the beginning of the gas day in which curtailment is to begin. However, in cases of emergency (to be determined solely by the Company) any notice prior to 9:00 a.m. CCT is deemed to place the curtailment in effect at 9:00 a.m. CCT, and such curtailment shall continue in effect until the Company notifies Customer that the curtailment is released. In cases of emergency when notice of curtailment cannot reasonably be given immediately prior to a new billing day, Customer will cooperate with the Company by curtailing its use of interruptible gas as soon as possible after notice of curtailment by Company. Proper notice of curtailment will be deemed to have been given when any person or persons authorized to receive curtailment orders on behalf of Customer has been notified by telephone or in person by a representative of Company.

The Company will endeavor to give the Customer as much notice as possible with respect to curtailment of service. Customer agrees to provide and maintain complete standby facilities and have available at all times sufficient standby fuel to maintain continuous plant operations during complete curtailment in the delivery of natural gas.

CONTINUITY OF SERVICE, INTERRUPTIONS, AND LIABILITY

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of gas service. The Company will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than negligence of the Company. The Company will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

The Company shall use due care and diligence to furnish gas service near the normal pressure levels and in accordance with the acceptable levels of delivery pressure as may exist under operating conditions in the pipeline and

(Continued)

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON,
SOUTH DAKOTA 57350

Cancelling 1st Revised
Original

Section No. 5
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Sheet No. 5.1

GENERAL TERMS AND CONDITIONS

(Continued)

distribution system. Because delivery pressure may vary, the customer shall install, operate, and maintain, at his own expense such pressure regulating devices as may be necessary to regulate the pressure of gas after its delivery to the customer. The Company shall not be liable for the control of gas pressure or gas after delivery of gas to the consumer.

Neither Customer nor the Company shall have any claim against the other for damages sustained as a result of interruptions of gas deliveries caused by Acts of God, weather conditions, labor disturbances, fires, accidents, breakage or repair of pipeline, mechanical failure of any machinery, equipment or other mechanical devices, shortage of gas supply, or other causes or contingencies beyond the reasonable control of and occurring without negligence on the part of such other party. When such causes or contingencies cease to be operative, delivery and receipt of gas shall resume as soon as practicable. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party affected. Any such cause or contingency, however, exempting customer from liability for non-performance (except where prevented by valid orders or requirements of Federal, State, or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve customer of its obligation to pay minimum charges in accordance with the applicable rate schedule.

The Customer agrees to save, indemnify and hold the Company harmless from any and all claims, damage, or injury to persons or property arising from any cause whatsoever after the delivery of gas by the Company to the point of service attachment, except where such injury or damage is shown to have been caused solely by the negligence of the Company. The Customer shall not be liable for any loss, damage, or injury to persons or property arising from any cause whatsoever before the actual delivery of gas to the point of service attachment, except where such injury or damage is shown to have arisen solely from the negligence of the Customer. The Customer shall assume responsibility for all service and equipment at and from the Customer's point of service attachments.

DELIVERY PRESSURE

The volume of gas measured, where delivered at other than 0.25 p.s.i.g. at the customer's meter, shall be adjusted to a base pressure equal to atmospheric pressure plus 0.25 p.s.i. in accordance with accepted standards for the measurement of gas at varying pressures.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

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<u>Original</u>	Sheet No. <u>5.2</u>
<u>Canceling</u>	Sheet No. <u>5.2</u>

PRIORITY OF SERVICE

All Customers will be classified according to priorities. The Company may require curtailments of natural gas at any time in order to protect deliveries of natural gas having a higher priority. The Company shall have the right to curtail use of natural gas in any community due to capacity limitations of facilities of either the pipeline supplier or the Company, even though service is continued for lower priority customers in another community. When the Company is unable to supply the full natural gas requirements of all its customers, curtailment of natural gas service will progress in the following sequence: Priorities 4, 3, 2 and 1. Company, at its discretion, shall have the right to curtail / interrupt based on other operational factors.

Priority 1: Firm residential and small commercial requirements less than 500 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

Priority 2: Firm commercial requirements from 500 through 1,999 therms on a peak day, and industrial requirements from 0 through 1,999 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

Priority 3: Firm commercial and industrial requirements greater than 2,000 therms on a peak day. Curtailment within this priority will, where operationally possible, be on a pro rata basis.

Priority 4: Interruptible commercial and industrial requirements. The Company may curtail a customer's usage regardless of priority if the customer elects to take interruptible service. Curtailment, where possible, will be ordered on the basis of lowest to highest non-gas margin regardless of jurisdiction or end-use.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA

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		Sheet No. 6.1
Canceling	Original	Sheet No. 6.1

CLASS OF SERVICE: Gas Transportation Tariffs

RATE DESIGNATION: General Terms and Conditions

1. **Contract:** Customer shall execute a written Service Request Form for transportation of customer-owned gas hereunder.
2. **Minimum Term:** The minimum term of the Service Request Form shall be annual unless the Company and Customer mutually agree to a shorter time period. In no event shall Customer be allowed to switch between Transportation and Sales service with less than a 30 day written notification. In the event Customer wishes to return to Sales service, the Company shall have the discretion to approve or deny the request based on various factors such as availability of interstate pipeline capacity to meet customer's needs. After the contract period, the Customer may return to sales on the same basis as any new customer. N
N
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N
3. **Filing:** Transportation will not commence until the Customer files with the Company a completed Service Request Form and all other applicable documentation.
4. **Gas Quality:** Gas purchased by Customer from a third party for Transportation by the Company shall be commercially clean and merchantable. Such gas shall be comparable in quality to and interchangeable with gas purchased by the Company. The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.
5. **Thermal Balancing:** The quantity of transportation gas received by the Company from the transporting pipeline and the quantity of transportation gas delivered to the Customer under the applicable Schedule shall be thermally balanced. For delivery systems with a single source of gas supply, the transporting pipeline's statement as to volumes, heating value, and thermal balancing shall be taken as conclusive. For delivery systems with multiple sources of gas supply, the Company shall determine the heating value of gas delivered to the Customer on a monthly basis in order to implement the requirement for thermal balancing.

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Jeffrey Decker

Issued By: Regulatory Specialist

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
HURON
SOUTH DAKOTA

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Canceling	10 th Revised	Sheet No. 6.2
		Sheet

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CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

(Con't)

6. Liability:

- (a) General - Gas shall be and shall remain the property of the Customer while being transported and delivered by the Company. The Company shall not be liable to the Customer for any loss arising from or out of Gas Transportation Service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the Customer with other gas supplies including propane and liquefied natural gas.
- (b) Insurance - The Customer shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.

7. Retention: A Customer or Group Customer, if applicable, shall have the option to choose one of the following methods to apply retention:

Option One (Indexed Based): The value of retention shall be determined by multiplying i) the monthly average price plus applicable interstate pipeline transportation charges as reported in the BTU's Daily Gas Wire Index for each pipeline (NNG: MidContinent Pooling Point) times ii) the Retention percentage times iii) the Deliveries. This value shall be billed monthly. This billing shall represent compensation for Lost and Unaccounted for Gas. The Retention percentage for the Company's South Dakota distribution system is 1.44% and will be adjusted annually, to be effective October 1, based on the actual percentage incurred by the Company for the prior 12 month period ending July 31. Retention amounts collected under this option will be credited to expense in PGA true-up filings. If the Customer, or Group Customer, does not select one of the options presented in this retention section, retention shall be calculated as stated in this paragraph.

Option Two (Inkind): The Customer, or Group Customer, if applicable, upon written request, may deliver retention quantities inkind. The request shall include the Customer's account number and the meter number of which inkind retention is being requested and shall be delivered to the Company's representative. Upon the Company's acknowledgment of the receipt of the request, the Customer shall be allowed to deliver retention volumes inkind. The Customer shall have the option to have the quantity of transportation gas received from the transporting pipeline reduced, upon delivery to the Customer, by a fixed percentage of 1.44% (to be adjusted as set forth above), which shall represent compensation for Company-Used Gas and Lost and Unaccounted For Gas. Where fuel reimbursement is inkind, the standard fuel calculation mechanism, as this is related to the nominating process, should be $(1 - (\text{fuel \%}/100))$ multiplied by receipt quantity = delivery quantity.

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Michael J. Hanson

Issued By: President & CEO

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN PUBLIC SERVICE COMPANY
 HURON
 SOUTH DAKOTA

Section No. 5
Original Sheet No. 6.3
Canceling Sheet No. 6.3

CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions

(Con't)

8. **Metering:** In order to utilize the services provided under the Gas Transportation Tariff, automatic metering equipment is required. All costs related to telemetering and any other facilities constructed or installed to provide any Transportation Service will be charged to the Customer but will remain the property of Company. The Customer will be required to provide telephone or other interfaces agreed to by the Company and electric connections, if necessary, to the meter and provide access to the Company for maintaining and operating such equipment.
9. **Order of Deliveries for Billing Purposes:** At times the Company may be delivering gas to the Delivery Point under more than one service type. For Billing purposes, the order of deliveries on any gas day, as among the applicable Schedules, shall be 1) Standby Gas, 2) Firm Transportation, 3) Sales.
10. **Capacity Curtailment or Interruption:**
 - (a) Transportation service is subject to the physical, operational, and contractual constraints of the Company's gas system, pertinent to the Delivery Point and the Receipt Point. If the Company is required to curtail or interrupt service due to Capacity constraints or system integrity conditions, the Company's interruptible sales shall have a priority subordinate to the Company's firm sales, firm transportation and Firm Supply Standby services. Such firm sales, firm transportation and Firm Supply Standby services shall be curtailed in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 5, Sheet No. 5.2.
 - (b) When required by capacity constraints, Interruptions shall be in accordance with the priority guidelines set forth in the Company's General Terms and Conditions, Section No. 5, Sheet No. 5.2.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA

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CLASS OF SERVICE: Gas Transportation Tariffs

RATE DESIGNATION: General Terms and Conditions

(Con't)

11. Request for Service:

- (a) Requests for service under any Transportation Schedule must be made by filing with the Company the information required on the form entitled "Service Request Form" and "Transportation Service Designation" in the Company's effective Gas Transportation Tariff.
- (b) Transportation Service will be provided on a "first-come/first-served" basis.
- (c) Service will not be approved, and a first-come/first-served priority rating for service will not be determined and assigned, until all the information required by the Service Request Form and Transportation Service Designation has been delivered to the Company. The Company reserves the right to request additional information from any applicant, but requesting such information will not reduce the priority rating for service if the applicant has otherwise provided all of the information and paid the fee as required by this section.
- (d) Service under this tariff will begin on the first of the month following a date which is thirty (30) days after the Service Request Form, and all additional information has been received by the Company. The Company may, at its sole discretion, reduce the request for service requirements.

12. Nominations

Nominations shall be the volume of gas the Customer wishes to transport on Company's distribution system for transportation service. Each customer or assigned agent desiring to deliver gas into NorthWestern Energy's system must submit a nomination to flow gas into the Company's distribution system.

Nominations shall be delivered to:

NorthWestern Energy Gas Supply
600 Market Street W.
Huron, South Dakota 57350
Phone: (605) 352-8411
FAX: (605) 353-8346

- (a) Nomination Time Line: The nomination will be due by 9:00 a.m. CCT coincident to the start of the gas day beginning at 9:00 a.m. CCT. Nominations delivered via fax are due 2 hours before the start of the gas day.

SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN ENERGY
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CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions
(Con't)

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| (b) <u>Confirmation</u> : The Company will begin verification of scheduled flow/confirmation upon receipt of nominations from the Customer. Company will confirm the lesser of 1) the confirmed pipeline volumes, or 2) the nomination into the Company's distribution system. | N
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N |
| (c) <u>Nomination Process</u> : All parties should support a seven-days-a-week, twenty-four-hours-a-day nomination process. Party contacts need not be at their ordinary work sites but should be available by telephone or pager. | N
N
N |
| (d) <u>Daily</u> : Customers, or their agent, shall notify the Company's representative by 9:00 a.m. CCT, by mutually acceptable method, of a Daily Nomination or a desired change, if any, to its requested quantity of transportation gas for the gas Day commencing at 9:00 a.m. CCT or for following gas Days. Nomination of Delivery and Receipt Point shall be limited to those specified in the Service Request Form. | C |
| (e) <u>Critical Day and/or OFO</u> : When curtailment/interruption/OFO is called, the Company shall attempt to notify the Customer by 3:30 p.m. CCT, prior to the beginning of the gas day, or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to Customer's Gas Transportation Service during the next gas day commencing at 9:00 a.m. CCT. Such notification shall include all necessary information known at the time, such as curtailment or interruption conditions, allowable balancing adjustments, deliveries under standby service, the estimated Supply Standby price, etc. The Company shall also notify the Customer once the curtailment/interruption conditions have changed. Similar to the provisions of the Late Nominations section below, the Company may allow for reduced Critical Day/OFO nomination requirements. | C
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| (f) <u>Firm Supply Standby Service</u> : Customer or its agent, shall notify the Company's representative by at least 4:00 p.m. CCT prior to the end of the gas day of its requested quantity of Firm Supply Standby service gas to be delivered by Company at the Delivery Point. | C |
| (g) <u>Standby Supply Service</u> : Customer, or its agent, shall notify the Company's representative according to normal Daily Nomination procedures of its requested quantity of Standby Supply service gas to be delivered by Company at the Delivery Point. | |

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SOUTH DAKOTA GAS RATE SCHEDULE

**NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA**

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Canceling 2nd Revised
1st Revised Sheet No. 6.6

CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions
(Con't)

(h) Late Nominations: The Company may, at its sole discretion, reduce the Nomination requirements outlined above in those situations where operationally the Company can accommodate a change in Nomination on less notice. Nominations shall be implemented only if they are confirmed by the interstate pipeline. For each Late Nomination, the Company will charge a Late Nomination fee of \$15 per Delivery Point. The charge will be imposed for each nomination change received and approved by the Company.

D

(i) Operational Flow Order (OFO): The Company may call an OFO on customers behind a specific pipeline, delivery zone, town border station; on a marketer, agent, group of customers, or specific customer. This OFO will result in requiring customers that the OFO was called on to balance gas volumes under either the Short or Long Critical Day provisions. The OFO will remain in effect until the operational condition requiring its issuance has been remedied. The type of OFO call and process the Company will use is as follows:

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N
N
N
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N

OFO call by pipeline, Delivery Zone, or Town Border Station (TBS). The Company will call a Short or Long Critical Day on a specific pipeline, delivery zone, or TBS for the following reasons:

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1. When the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities.
2. When the transmission system pressures or other unusual conditions jeopardize the operation of the Company's system.
3. When the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability.
4. When any of the Company's transporters or suppliers call the equivalent of a Critical Day.
5. When the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

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SOUTH DAKOTA GAS RATE SCHEDULE

NORTHWESTERN ENERGY
HURON
SOUTH DAKOTA

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Canceling	Sheet No. 6.6A
	Sheet No.

CLASS OF SERVICE: Gas Transportation Tariffs
RATE DESIGNATION: General Terms and Conditions
(Con't)

OFO call by a marketer, agent, group of customers, or specific customer.
The Company will call a Short or Long Critical Day on a marketer, agent,
group of customers or specific customer when, in the Company's judgment,
the OFO is necessary to maintain or restore operational integrity when a
marketer, agent, group of customers, or specific customer is significantly
delivering long or short during periods of significant gas price changes.

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13. **Provisions Applicable to Third Party Suppliers:** If a Gas Transportation Customer wishes to utilize brokers, marketers, or other third party suppliers ("Third Party Suppliers") either as agents or as suppliers of gas into the Company's system, the Customer must notify the Company in writing of the Third Party Supplier that will be used in any particular gas month and whether the Third Party Supplier will be acting as agent for Customer for making nominations. If the Customer is using a Third Party Supplier, Customer agrees that as between Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by Third Party Supplier.
14. **Failure to Comply:** If the Customer fails to comply with or perform any of the obligations on its part to be complied with or performed under a Schedule, the Company shall have the right to give Customer written notice of the Company's intention to terminate the Transportation on account of such failure. The Company shall have the right to terminate such Transportation at the expiration of five days after the giving of said notice, unless within five days the Customer shall make good such failure. Termination of such Transportation for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer from its obligation to make payment of any amount or amounts due or to become due from the Customer to the Company under the applicable Schedule. In order to resume Transportation after termination of service hereunder, it shall be necessary for Customer to file a new request for service.

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CLASS OF SERVICE: Gas Transportation Tariffs
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15. Force Majeure:

- (a) Definition: The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.
- (b) Effect of Force Majeure: If either the Company or the Customer is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any Schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch.

16. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under a Contract. No other assignment of a Contract or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to and under a Contract to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under a Contract and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of a Contract may occur.

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HURON
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CLASS OF SERVICE: Gas Transportation Tariffs
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17. **Laws, Regulations, and Orders:** All Contracts and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the Contract.
18. **Return to Sales Service:** Service is available under this tariff at the Customer's option. If a Customer subsequently seeks to purchase system gas on a firm or interruptible basis, the Company shall grant such request only if, and to the extent that adequate System capacity, interstate transportation and supplies are available.
19. **Reference to Sales Tariff:** For all areas not addressed in this Gas Transportation Tariff, such as Billing and Payments, the terms of the Service Rules and Regulations Section of the Company's sales tariff shall apply.

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CLASS OF SERVICE: Gas Transportation Tariffs

RATE DESIGNATION: Glossary of Terms

1. **Balance** - The Customer's obligation to make Deliveries equal Receipts.
2. **Billing Period** - Shall mean the period beginning at 9:00 a.m. CCT, on the first day of a calendar month and ending at the same hour on the first day of the next succeeding calendar month, unless a different period of time is specified in the Service Request Form. C
3. **CCT** - Central Clock Time follows the same time changes as Central Standard Time and Central Daylight Time in the Central Time Zone. N
N
4. **Commodity Charge** - Amount based upon the quantity of gas transported.
5. **Company** - Northwestern Energy. T
6. **Critical Day** - A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transportation, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a part of the Company's system. C
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7. **Customer** - Shall mean any person, association, firm, public or private corporation, or any agency of the federal, state or local government or legal entity responsible by law for payment for gas service at a single location.
8. **Day or Daily** - The gas Day is a 24-hour period beginning at 9:00 a.m. CCT, and ending at 9:00 a.m. CCT the following day. C
C
9. **Deliveries** - The Customer metered usage at the Delivery Point. C
10. **Delivery Point** - The location where the Company's gas distribution facilities are interconnected with the Customer's facilities and where the Customer and the Company have agreed that transportation gas received at the Receipt Point will be delivered by the Company to the Customer. D
11. **Demand Charge** - Amount based upon the quantity of transportation space desired.

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CLASS OF SERVICE: Gas Transportation Tariffs**RATE DESIGNATION: Glossary of Terms
(Con't.)**

12. **Fuel** - Any charges levied or reduction in volumes delivered as a result of the movement of gas.
13. **"Gas Daily"** - Industry publication giving daily gas price indices by interstate pipeline points. The indices used will be the "Midpoint" price of Gas delivered to the applicable interstate pipeline point(s), or other point(s) as specifically referenced, as published by Platts, a division of The McGraw-Hill Companies, in Gas Daily and referenced in the "Daily Price Survey" under the applicable heading for the reported "Flow Date(s)." If the "Midpoint" price is not published in Gas Daily for the applicable "Flow Date(s)," then the index shall be the "Midpoint" price for the most recently published "Flow Date(s)" preceding the "Flow Date(s)" on which the "Midpoint" price was not published.
14. **Imbalances** - The difference between Receipts and Deliveries.
15. **Long Critical Day** - Shall mean a day when the Company anticipates that the level of demand on the system is expected to fall below a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its systems, or its customers.
16. **MMBtu, Dekatherm and Therm** - The term "MMBtu" shall mean 1,000,000 Btu's. One MMBtu is equal to one Dekatherm (1 Dth) or 10 Therms. One Therm is equal to 100,000 Btu's. The standard quantity for nomination, confirmation and scheduling is Dekatherms per gas day in the United States.
17. **Month, Monthly, Billing Period** - The period beginning on the first day of a calendar month and ending on the first day of the succeeding calendar month.
18. **Negative Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and a greater quantity of Deliveries.
19. **Nomination** - Quantity of gas the Company is requested to transport daily from the Receipt Point to the Delivery Point.
20. **Operational Flow Order (OFO)** - An order by the Company to transport customer, customers, or group customer, to make deliveries match usage. The stricter provisions of either a critical short or long day will apply to the customer.
21. **Positive Imbalance** - The daily difference between the quantity of gas received at the Receipt Point and the lesser quantity of Deliveries.
22. **Receipts** - Shall mean the quantity of gas received by Company from the transporting pipeline on a daily basis for the account of Customer.

SOUTH DAKOTA GAS RATE SCHEDULE

**NORTHWESTERN ENERGY
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Canceling		Sheet No. <u>7.3</u>

CLASS OF SERVICE: Gas Transportation Tariffs

RATE DESIGNATION: Glossary of Terms

(Con't.)

23. Receipt Point - The point at which the transporting pipeline's facilities are interconnected with the Company's facilities. Receipt Points are usually Town Border Stations ("TBS") applicable to the Delivery Point. The Receipt Point must be at a location applicable to the Customer's historical purchases and the Delivery Point must be the historical purchase site. If, in the sole discretion of the Company, the Company can, operationally and without hardship to its other customers, receive gas for the account of Customer at a point other than the town border station applicable to the Customer's historical purchases, the Receipt Point restriction may be waived by Company.

24. Reservation Charge - Amount based upon the quantity of service desired.

25. Retention - The percentage by which gas received at the Receipt Point is reduced in order to arrive at the quantity delivered at the Delivery Point. Where fuel reimbursement is in-kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - (\text{fuel \%}/100))$ multiplied by receipt quantity = delivery quantity.

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26. Short Critical Day - Shall mean a day when the Company anticipates that the level of demand on the system is expected to be greater than a level of scheduled supply, which could operationally or otherwise adversely impact the Company, its system, or its customers.

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